

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM INC.; and
AMAZON.COM SERVICES LLC,

Plaintiff,

v.

QIANG LIU, an individual; YALIN WU, an
individual; LIAO DENGKUN, an
individual; and DOES 1-10,

Defendant.

Case No. C23-0484-JHC-SKV

ORDER GRANTING EX PARTE
MOTION FOR ALTERNATIVE
SERVICE

INTRODUCTION

Plaintiffs Amazon.com, Inc., and Amazon.com Services LLC (collectively “Amazon”) filed an *Ex Parte* Motion for Alternative Service. Dkt. 34. Amazon seeks an order authorizing completion of service of process by email on Defendants Qiang Liu, Yalin Wu, and Liao Dengkun (collectively “Defendants”). The Court, having considered the motion, all documents filed in support, and the balance of the record, herein GRANTS Plaintiffs’ motion for the reasons set forth below.

BACKGROUND

This matter involves claims for misrepresentation of copyright infringement, breach of contract, tortious interference with contractual relationship, fraud, violation of the Washington Consumer Protection Act, and claims under the Lanham Act for cancellation of trademark, and

1 civil liability for false or fraudulent trademark registration. *See* Dkts. 1 & 28. Specifically,
2 Amazon alleges Defendants obtained fraudulent trademark registrations in order to gain access to
3 Amazon's intellectual property protection services, and then abused Amazon's notice-and-
4 takedown procedures to deceptively remove product listings in the Amazon Store in violation of
5 Amazon's rights and policies. *Id.*

6 After conducting third-party discovery and investigation, Amazon identified Defendants
7 by name and narrowed their locations to China, but has not located valid physical addresses for
8 service on any Defendant. *See* Dkt. 35, ¶¶2-7. Amazon did, however, uncover email addresses
9 linked to Defendants through Amazon selling accounts, a payment service provider, and the
10 United States Patent and Trademark Office, and now seeks an order from the Court granting
11 leave to serve Defendants through the following email addresses: (1) Defendant Qiang Liu:
12 hjy13327358820@163.com; and qqla778@163.com; (2) Defendant Liao Dengkun:
13 hengyitm@outlook.com; 1252763389@qq.com; and xutingservice@yeah.net; and (3) Defendant
14 Yalin Wu: 1252763389@qq.com; and xutingservice@yeah.net. *See* Dkts. 35 & 36. In order to
15 confirm that each of these email accounts remain functional, Amazon, on May 23, 2024, emailed
16 Defendants at these email addresses. Dkt. 35, ¶8. Amazon did not receive any error notices or
17 bounce back messages in response to the emails. *Id.* Amazon now seeks to serve Defendants
18 using RPost (www.rpost.com), an online service for service of process. *Id.*, ¶9.

19 DISCUSSION

20 Federal Rule of Civil Procedure 4(f) permits service of process on individuals in foreign
21 countries by: (1) internationally agreed means of service reasonably calculated to give notice,
22 such as those authorized by the Hague Convention on the Service Abroad of Judicial and
23 Extrajudicial Documents; (2) if there is no internationally agreed means, in accordance with the

foreign country’s law; or (3) “by other means not prohibited by international agreement, as the court orders.” Fed. R. Civ. P. 4(f)(3). To obtain a court order under Rule 4(f)(3), a plaintiff must “demonstrate that the facts and circumstances of the present case necessitate[] the district court’s intervention.” *Rio Props., Inc. v. Rio Int’l Interlink*, 284 F.3d 1007, 1016 (9th Cir. 2002).

In addition to the requirements of Rule 4(f), “a method of service of process must also comport with constitutional notions of due process.” *Id.* “To meet this requirement, the method of service crafted by the district court must be ‘reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.’” *Id.* at 1016-17 (quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950)).

A. Rule 4(f)

Amazon asserts its inability to locate a physical address for Defendants. *See* Dkt. 13. Amazon’s investigation shows Defendants are likely located in China. *Id.* China has been a party to the Hague Convention since 1992. *See* Contracting Parties to Hague Convention, <https://www.hcch.net/en/instruments/conventions/status-table/?cid=17> (last visited May 31, 2024). The Hague Convention expressly “shall not apply where the address of the person to be served with the document is not known.” Hague Convention, T.I.A.S. No. 6638 (Feb. 10, 1969), 20 U.S.T. 361, 1969 WL 97765. Here, because Amazon has been unable to locate a physical address for Defendants, Amazon could not utilize methods authorized by the Hague Convention. Moreover, because the Convention does not apply, it does not bar service by email.

Whether or not the Hague Convention applies, this Court and other courts have concluded that email service on individuals located in China is not prohibited by the Hague Convention or by any other international agreement. *See, e.g., Rubie’s Costume Co., Inc. v. Yew*

1 *Hua Hao Toys Co.*, C18-1530-RAJ, 2019 WL 6310564, at *3 (W.D. Wash. Nov. 25, 2019)
2 (email service in China “not expressly prohibited by international agreement”). *See also*
3 *Amazon.com, Inc. v. Dafang HaoJiafu Hotpot Store*, No. C21-0766-RSM, 2021 WL 4307067, at
4 *1-2 (W.D. Wash. Sept. 22, 2021) (stating “courts in this district regularly authorize requests for
5 service by email on foreign defendants in countries that are parties to the Convention” and
6 granting motion for alternative service in China and Hong Kong).

7 Amazon here demonstrates the need for the Court’s intervention. The Court further finds
8 that service by email is not prohibited by international agreement. Amazon therefore shows that
9 an Order permitting service by email comports with Rule 4(f).

10 B. Due Process

11 The Court must also determine whether service of process on Defendants through email
12 would comport with due process. That is, the Court must consider whether this method of
13 service is “reasonably calculated, under all the circumstances,” to apprise Defendants of this
14 action and afford them the opportunity to object. *Mullane*, 339 U.S. at 314.

15 Amazon shows how Defendants are connected to the email addresses through which
16 Amazon now seeks to effectuate service. Dkt. 13, ¶¶3-6. Amazon also shows that the email
17 addresses remain active, as demonstrated by test emails sent successfully and with no indication
18 of a failure to deliver. *Id.*, ¶8. Amazon argues that this showing supports the conclusion that
19 service on Defendants by email is reasonably calculated to provide actual notice.

20 As found by the Ninth Circuit, the decision to allow service by email lies within the
21 district court’s discretion where the defendant has “structured its business such that it could be
22 contacted *only* via its email address” and “designated its email address as its preferred contact
23 information.” *Rio Props., Inc.*, 284 F.3d at 1018 (emphasis in original). The situation here is

1 less clear given the nature of the allegations in this case. That is, Amazon alleges Defendants
2 obtained fraudulent trademark registrations and conspired in a scheme to abuse Amazon's
3 intellectual-property protection services and used multiple email addresses in the course of that
4 scheme. Amazon has, however, verified that the email addresses used in the alleged scheme
5 remain active.

6 This Court has concluded that the due process requirement for alternative service by
7 email is satisfied "when the plaintiff demonstrates that the email addresses at issue are valid and
8 are successfully receiving messages." *Amazon.com Inc. v. KexleWaterFilters*, C22-1120-JLR,
9 2023 WL 2017002, at *4 (W.D. Wash. Feb. 15, 2023). The Court has, for example, authorized
10 service by email where plaintiffs identified email addresses defendants used for Amazon selling
11 accounts and verified the addresses remained active, finding sufficient indicia that the defendants
12 were likely to receive notice if served by email and due process concerns satisfied. *See, e.g.,*
13 *Amazon.com, Inc. v. Pengyu Bldg. Materials*, No. C21-0358-JNW-SKV, 2023 WL 4131609, at
14 *3-4 (W.D. Wash. June 22, 2023); *KexleWaterFilters*, 2023 WL 3902694, at *2 (W.D. Wash.
15 May 31, 2023); *Amazon.com Inc. v. Bamb Awns*, No. C22-402-MLP, 2023 WL 2837076, at *3
16 (W.D. Wash. Apr. 7, 2023). *Accord Bright Sols. for Dyslexia, Inc. v. Lee*, C15-1618, 2017 WL
17 10398818, at *7 (N.D. Cal. Dec. 20, 2017) (finding service by email proper "because Defendants
18 structured their counterfeit business such that they could only be contacted by email[,] the court
19 authorized service by email, and the emails sent did not bounce back as undeliverable), *report*
20 *and recommendation adopted*, 2018 WL 4927702 (N.D. Cal. Mar. 26, 2018). In contrast, where
21 plaintiffs did not indicate whether they had attempted to contact any defendants using email
22 addresses associated with Amazon selling accounts, nor represented the defendants had notice of
23 the lawsuit, the Court denied service by email upon finding a failure to demonstrate the email

1 addresses were still valid. *KexleWaterFilters*, 2023 WL 2017002, at *2, 4 (permitting plaintiffs
2 to “renew their motion with evidence of recent communications to Defendants that demonstrates
3 that service by email is a reliable method to provide Defendants with notice of the pendency of
4 [the] action.”), *renewed motion granted*, 2023 WL 3902694, at *2. *See also Amazon.com, Inc. v.*
5 *Tian Ruiping*, No. C21-0159-TL, 2022 WL 486267, at *3-5 (W.D. Wash. Feb. 17, 2022)
6 (denying alternative service by email where plaintiffs had obtained physical addresses for
7 defendants, but did not demonstrate the addresses were incorrect or inadequate for service, did
8 not show any defendant was aware of the pending action, and did not indicate any attempts to
9 contact defendants, including attempted communication via email, through selling accounts, or
10 by any other means).

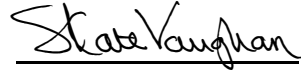
11 Amazon here demonstrates it identified Defendants as having taken part in the alleged
12 scheme at issue in their claims, shows the connections between Defendants and the email
13 addresses, including that the addresses were used by Defendants to register with Amazon, a
14 payment service provider, and the United States Patent and Trademark Office, Dkt. 35, ¶¶3-4 &
15 Dkt. 36, ¶6, and demonstrates that the email addresses remain active. Together, these
16 circumstances provide sufficient indicia that Defendants are likely to receive notice if served by
17 email. The Court therefore finds service through email is reasonably calculated to apprise
18 Defendants of this action and provide an opportunity to respond, and thus satisfies concerns of
19 due process.

20 CONCLUSION

21 The Court, in sum, GRANTS Amazon’s *Ex Parte* Motion for Alternative Service. Dkt.
22 34. Specifically, the Court authorizes Amazon to serve Defendants at the following email
23 addresses: (1) Defendant Qiang Liu: hjy13327358820@163.com; and qqla778@163.com; (2)

1 Defendant Liao Dengkun: hengyitm@outlook.com; 1252763389@qq.com; and
2 xutingservice@yeah.net; and (3) Defendant Yalin Wu: 1252763389@qq.com; and
3 xutingservice@yeah.net. Amazon is ORDERED to complete service and file proof of service by
4 **June 17, 2024.**

5 Dated this 3rd day of June, 2024.

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7 S. KATE VAUGHAN
8 United States Magistrate Judge
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